

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

JOSHUA D. LAMB, et al.,)	
)	
Plaintiffs,)	
)	
v.)	Case No. 4:22-cv-00055-TCK-SH
)	
CITY OF TULSA, OKLAHOMA, et al.,)	
)	
Defendants.)	

STIPULATED JUDGMENT UPON AGREED SETTLEMENT

NOW ON this 28th day of June, 2023, this matter comes before the undersigned Judge. This Court has been advised that the Parties have reached a settlement of Plaintiffs' claims. The Parties have filed a Joint Motion To Enter a Stipulated Judgment Upon Agreed Settlement [Doc. No. 58]. This Court hereby grants the Motion and enters the following judgment:

The Court, having reviewed the allegations set forth in Plaintiffs' Third Amended Complaint [Doc. No. 57], has been advised that the statutory requirements pursuant to Okla. Stat. tit. 62 § 362 have been met and the judgment proceeds being paid on behalf of the Defendant City of Tulsa to the Plaintiffs herein shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment. The Court has further been advised that the City's Mayor and City Council has authorized a compromise settlement in a lump sum of One Million Sixty Thousand Dollars and 00/100 (\$1,060,000.00) and the Court being satisfied that Plaintiffs fully understand the nature of this action with regard to its finality which precludes additional or further compensation for damages arising from the events identified in Plaintiffs' Third Amended Complaint and, upon being further advised by Plaintiffs that it is their desire, as fully set out in the settlement agreement, to settle the entirety of all claims and causes of action relating to the events identified in the Third Amended Complaint, including costs, fees,

interest, and attorneys' fees, upon payment in the sum of One Million Sixty Thousand Dollars and 00/100 (\$1,060,000.00), the Court finds:

1. That the Court has jurisdiction over the subject matter of this lawsuit and the Parties hereto;
2. That Plaintiffs are fully aware of their rights in this matter and it is Plaintiffs' desire to compromise their right to trial by jury;
3. That Plaintiffs desire to accept as full, final and complete settlement the one-time payment of the sum of One Million Sixty Thousand Dollars and 00/100 (\$1,060,000.00), for any and all damages, losses, fees, attorneys' fees, interest, and expenses sustained as a result of the events identified in Plaintiffs' Third Amended Complaint and as fully set out in the settlement agreement;
4. That this settlement is not an admission of liability but is only a recognition of the uncertainty of trial;
5. That Plaintiffs have agreed to dismiss with prejudice and/or forgo any and all claims against the City of Tulsa and its employees individually as set forth in the Parties' Settlement Agreement;
6. That the Defendant, City of Tulsa, has agreed to settle Plaintiff's lawsuit in the lump sum of One Million Sixty Thousand Dollars and 00/100 (\$1,060,000.00);
7. That the Defendant City of Tulsa shall pay the One Million Sixty Thousand Dollars and 00/100 (\$1,060,000.00) lump sum to the Plaintiffs from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment within thirty (30) days of the filing of this Stipulated Judgment Upon Agreed Settlement by the Court;
8. That all Parties request this Court to approve and finalize their mutual settlement;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED BY THE COURT that Plaintiffs will recover from Defendant City of Tulsa damages in the total sum of One Million Sixty Thousand Dollars and 00/100 (\$1,060,000.00) for any and all damages, losses, fees, attorneys' fees, interest, and expenses incurred or sustained incident to the events described in Plaintiffs' Third Amended Complaint and that the sum of One Million Sixty Thousand Dollars and 00/100 (\$1,060,000.00) shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment within thirty (30) days of the filing of this Stipulated Judgment Upon Agreed Settlement by the Court;

IT IS FURTHER ORDERED BY THE COURT that Plaintiffs' claims against Defendant City of Tulsa and any of its employees are dismissed with prejudice and that payment to Plaintiffs by the City of Tulsa on behalf of Defendant City of Tulsa will preclude any further or separate action by Plaintiffs against Defendant City of Tulsa or any employees of the City of Tulsa arising from or pertaining to the events described in Plaintiffs' Third Amended Complaint, as fully set forth in the Parties' Settlement Agreement.



TERENCE C. KERN
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

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